

### FINANCE COMMITTEE AGENDA

Room 700, Law and Justice Center

### Tuesday, March 2, 2004

### 4:00 P.M.

4	Dall	Call
1.	HOI	ı Call

- Approval of Minutes February 3, 2004
- 3. Departmental Matters:
  - A. Robert Keller, Health Department Administrator
    - 1) Items to be presented for Action:
      - a) Request Approval of an Ordinance of the McLean County Board Amending the 2004 Combined Appropriation and Budget Ordinance for Fund 0107
    - 2) Items to be presented for Information:
      - a) General Report
      - b) Other
  - B. Becky McNeil, County Treasurer
    - 1) Items to be presented for Action:
      - Request Approval of Service Agreement with Illinois E-Pay to provide credit card services for property taxes
    - 2) <u>Items to be presented for Information:</u> (Documents to be provided at meeting)
      - Accept and place on file County Treasurer's Reports as of February 29, 2004
      - b) General Report
      - c) Other
  - C. Don Lee, Nursing Home
    - 1) Items to be presented for Information:
      - a) Monthly Report
      - b) General Report

- c) Other
- D. Robert Kahman, Supervisor of Assessments
  - 1) <u>Items to be presented for Information:</u>
    - a) Assessment Status Report
    - b) General Report
    - c) Other
- E. Jennifer Ho, Risk Manager
  - 1) Items to be presented for Action:
    - a) Request Approval of an Amended Nursing Home Liability Insurance and of a revised Agreement for Insurance Brokerage Services
  - 2) Items to be presented for Information:
    - a) General Report
    - b) Other
- F. Ruth Weber, County Recorder
  - 1) Items to be presented for Information:
    - a) General Report
    - b) Other
- G. John M. Zeunik, County Administrator
  - 1) Items to be presented for Action:
    - a) EXECUTIVE SESSION: Collective Bargaining
  - 2) <u>Items to be presented for Information:</u>
    - Sheriff's Department Follow-up to Outside Auditor's Management Letter: EJS Cash Management Report
    - b) General Report
    - c) Other
- 4. Recommend payment of bills and transfers, if any, to County Board
- 5. Adjournment

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### Budget Narrative Grant Fund 0107 Risk Communications Training

The Illinois Department of Public Health issued a supplemental grant to the McLean County Health Department to oversee two regional risk communication and media training exercises to be held in Bloomington. A two day Central Illinois regional training for approximately 150 public health and emergency personnel will be held during the first week in May. IDPH has allocated \$15,000 to defray the cost of hotel conference space, food, equipment rental, printing, postage, and staff time attendant to that event. A second supplemental grant will cover the cost of a more intensive one day event, again to be held in Bloomington, in June to train 20 public health communication and administrative staff from 11 Central Illinois local health departments. IDPH has allocated \$25,000 to cover the cost of this event. The cost will cover conference space, food, equipment purchase, food, printing, postage, staff time, and the cost of a media consulting firm to conduct the training. The \$25,000 grant is subdivided into two components. \$20,000 is the cost of media consulting firm and \$5,000 will be used to defray the cost of the conference. Since a minimal amount of existing staff time will be used on these time-limited projects, no FTE amendment will be needed.

### An Ordinance of the McLean County Board Amending the 2004 Combined Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2004 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

### BE IT ORDAINED AS FOLLOWS:

- 1. That the Treasurer is requested to increase revenue line 0407-0072 Bioterrorism Grant in Fund 0107, Department 0061, Program 0062, by \$40,000 from \$147,959 to \$187,959.
- 2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

LINE	DESCRIPTION	 resent Amount	INCREASE	NEW AMOUNT
0515-0001	Part Time Employees	\$ 51,563	\$ 1,486	\$ 53,049
0599-0001	County IMRF Contrib.	\$ 5,609	\$ 70	\$ 5,679
0599-0003	Social Security Contrib.	\$ 6,768	\$ 113	\$ 6,881
0612-0003	Educational Supplies	\$ 20,000	\$ 1,500	\$ 21,500
0620-0001	Office Supplies	\$ 5,600	\$ 2,750	\$ 8,350
0621-0001	Operational Supplies	\$ 264	\$ 2,000	\$ 2,264
0629-0001	Letterhead/Printed Forms	\$ 5,000	\$ 4,000	\$ 9,000
0630-0001	Postage	\$ 1,600	\$ 750	\$ 2,350
0706-0001	Contract Services	\$ 0	\$20,000	\$ 20,000
0773-0001	Special Services	\$ 0	\$ 7,331	\$ 7,331
TOTAL	úS:	\$ 96,404	\$40,000	\$136,404

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of of, 2004.	McLean County this day
ATTEST:	APPROVED:
Peggy Ann Milton, Clerk of the McLean County Board of the County of McLean	Michael F. Sweeney Chairman of the McLean County Board



### REBECCA C. McNEIL COUNTY TREASURER

(309) 888-5180

104 W. Front Room 706

P.O. Box 2400

Bioomington, Illinois 61702-2400

### Request for Approval to Use Illinois E-pay Program To Process Internet and IVR Credit Card Payments For McLean County

To the honorable members of the McLean County Finance Committee, McLean County Executive Committee and of the McLean County Board:

The McLean County Treasurer's office and the Office of Information Services respectfully request permission to allow the Illinois E-pay program to act as a processor of credit card transactions which are placed through the internet and via IVR (Interactive Voice Response by phone). Our current agreement is with Official Payments Corporation, which requires only a 10 day written notice for termination of that agreement.

Cost: We are pleased to present an opportunity which delivers a strong convenience to the citizens of McLean County. The proposed agreement is provided with no additional usage of tax dollars to McLean County Government. McLean County Government will neither incur costs nor profit from the use of the services of Illinois E-Pay. Additionally, the convenience fees are greatly reduced for the citizens of McLean County by using Illinois E-Pay:

Payment		OPC Rate	E-Pay Fee
From	То		<u> </u>
\$0.01	\$49.99	\$3.00	\$1.25
\$50.00	\$99.99	\$5.00	\$2.50
\$100.00	\$199.99	\$7.00	\$5.00
\$200.00	\$299.99	\$10.00	\$7.50
\$300.00	\$399.99	\$12.00	\$10.00
\$400.00	\$499.99	\$15.00	\$11,25
\$500.00	\$599.99	\$18.00	\$12.00
\$600.00	\$699,99	\$21.00	\$14.00
\$700.00	\$799.99	\$24.00	\$16.00
\$800.00	\$899.99	\$27.00	\$18.00
\$900.00	\$999.99	\$30.00	\$20.00

Below is a summary of transactions made in 2003 through Official Payments – we anticipate this number will grow with a more affordable rate:

	Transactions	Payments
Amex	81	\$143,004.76
Discover	80	\$104,013.48
MasterCard	306	\$452,566.44
Visa	462	\$634,657.22
Total	929	\$1,334,241.90

Method: Illinois E-Pay charges a convenience fee for the processing of the transaction, which is indicated to a client before they choose to make that payment. The fee is assessed, charged and paid only to Illinois E-pay under a separate merchant number; the money is never collected nor redistributed to the County. A second transaction is automatically created, debiting to the County the exact amount of the request. This process is diagrammed in the attached documentation.

This method(s) of payment will not replace the methods currently available to our citizens of mail, personal delivery etc., but rather provide an additional option should that citizen desire to use it. All currently available forms and methods of payment will remain in place.

Accepted methods of payments are MasterCard, American Express, Discover and iChecks. Visa is accepted only for Real Estate taxes due to card agreement obligations.

The technological requirements are minimal, have been reviewed by Information Services and been found to be acceptable.

Information Services and the Treasurer's office contacted several current Illinois clients who are pleased with the service. Currently over 40 Illinois counties are being served by the Illinois E-pay system.

We respectfully request approval to terminate our agreement with Official Payments Corporation and to enter into agreement with the Illinois E-pay system.

Rebecca C. McNeil, McLean County Treasurer

Every W Nehr

Craig W Nelson, Director, McLean County Information Services

### ILLINOIS FUNDS ELECTRONIC PAYMENT CLEARING ACCOUNT APPLICATION

FAX to: STATE TREASURER JUDY BAAR TOPINKA

THE ILLINOIS FUNDS (217) 524-1269

Mail to: STATE TREASURER JUDY BAAR TOPINKA

THE ILLINOIS FUNDS
300 WEST JEFFERSON STREET
SPRINGFIELD, ILLINOIS 62702



Date Application Application	☐ Change of Int		cedorae i ayareni	. Togami	
ne Government described herei	n seeks to participa	te in the Electron	ic Payment Servi	ces Program within The Illinois Fu	nds Money
arket Fund, pursuant to Section blic Treasurers' Investment Po	ol. (Formerly know	n as IPTIP and n	ow The Illinois F	ch authorizes the State Treasurer to Funds.)	estavnsm a
r Office Use Only:					
Account #		Гуре Code ——		<del> </del>	<del> </del>
escribe your public agency:					
(Name of Agency	7)		(FEII	N Number/TIN Number)	•
(Subtitle of Accord	unt)			(Contact Person and Title)	•
(Street Address)		(City)	(County)	(Zip Code)	
(Telephone Num	ber)	(FAX Number)	<u> </u>	(Email Address)	•
ype of service requested: IVR – Speech Recogniti	□ Credit Cards	□ E-checks		(Web Address)	
Internet In Office	Global GAC	H Direct Die	scover Card Onl	у	
hat is your gross revenue on ar heck here for fax notification of				Ticket \$	
ithdrawal Options: (You may to By Check (standard business check	ise more than one o By Wir			ACH Transfer	
ransfer Instructions: (If more than o	ne transfer path is nee	eded, please submit	a separate instruct	tion sheet.)	
(Bank Name)			(Further Credit	t to Your Account #)	- -
(ABA/Route #)			(Contact Name	e/Phone at Receiving Bank)	
*****	(Name on Accou	nt if Different Thar	ı Above)		•
uthorizations to sign checks or	execute Transfers: (	If more than four	r, submit a separa		
Printed Name(s)	Authorized Si	gnature(s)	Sign Checks	Execute Transfers	
nterest income will be posted to articipant accepts the terms and con	nditions of the admin	istration of The Illi	nois Funds as outl	ined by the State Treasurer with the	
nderstanding that there will be no c				erein without prior written notice. he Illinois Funds E-Pay Program an	d further
ne undersigned hereby certifies ertifies that said authority is stat	rutory, or approved	by the governing	g body of the abo	ove described Government.	pay a gad hallyd
ignature:		Position	Title:		

### PAY Electronic Payment Services Program

### **Participant Agreement**

WHEREAS, the Office of the Illinois State Treasurer ("Treasurer"), Global Payments Direct, Inc. ("Global"), and the Member bank ("Member") have entered into a Merchant Service Agreement, including Terms and Conditions;

•	WHEREAS, Treasurer completed a Merchant Application i	n connec	tion with	the Merchant Service Agreement, which Merchant
Applicat	tion included pricing terms;			
	WHEREAS,			("Participant") desires to participat
in the Tr	reasurer's Electronic Payment Services Program and utilize G			
	NOW THEREFORE, in consideration of the mutual covena	ants and c	ondition	s hereinafter set forth, the parties hereto agree as follows:
1.	Participant represents and warrants that it has received	and read	the Tern	ns and Conditions contained in the Illinois Funds E-Pay
Participa	ation Terms of Compliance booklet and Pricing Schedule. Pa	rticipant :	agrees th	at it is a "Merchant" as described and used in the Terms and
Conditio	ons and agrees to be bound by the Terms and Conditions in th	e booklet	, the Pric	ing Schedule, and any other terms, policies or procedures
Participa	ant may receive from the Treasurer in the future. Said docum	ents are h	ereby in	corporated into this Agreement by reference.
2.	Participant represents and warrants that the undersigne	d is autho	orized to	enter into this Agreement on its behalf and that all legal
prerequi	isites to entering into this Agreement have been satisfied.			
				•
IN WIT	NESS WHEREOF, Participant, Global, Member, and Trease	urer have	each cau	used this Participant Agreement to be executed, sealed and
delivered	d this the, 2004.			
			Clobal	Payments Direct, Inc.
("Dartic	cipant'')		Gional	rayments Direct, me.
By:			Ву:	
·			Name:	Suellyn P Tornay
Title:			Title:	Corporate Secretary
Date:			Date:	on porture secretary
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HSBC	Bank USA		Office (	of the Illinois State Treasurer
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Ву:			By:	· .
	Suellyn P Tornay			Josh Budd
Title:	Corporate Secretary for Global Payments Direct, Inc.		Title:	E-Pay Program Manager
Date:	•		Date	
Luit.		. 6	Date	

## Brought to you by Illinois State Treasurer Judy Baar Topinka and...

## by Treasurer's Office

## Welcome from Champaign County Treasurer Daniel J. Welch

Welcome to the Champaign County Treasurer's tax payment web site. In an effort to offer the most innovative payment options to the taxpayers of Champaign County, I hope that you will find this service convenient and easy to use.

JOHN OF CHAL

We will start accepting payments on this system after the tax bills are mailed.

Payment can be made by:

Visa, Master Card, American Express, or Discover

You may make the following payments via E-PAY to Champagn County Treasurer's Office.

Real Estate Taxes

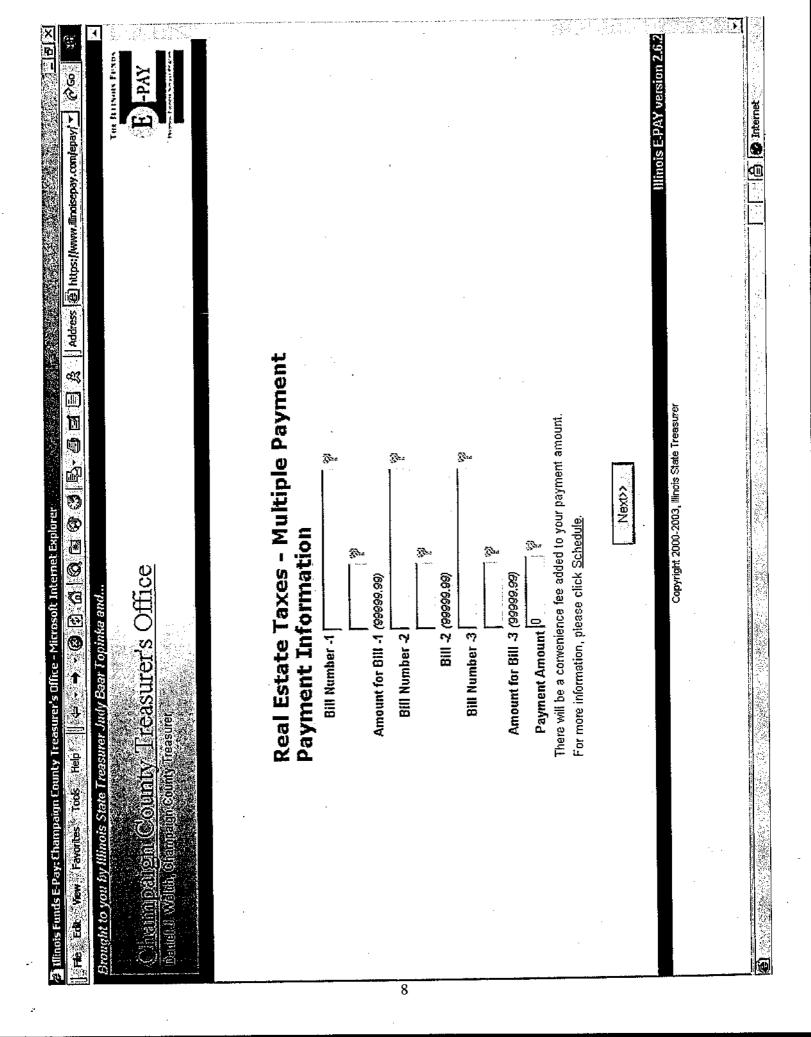
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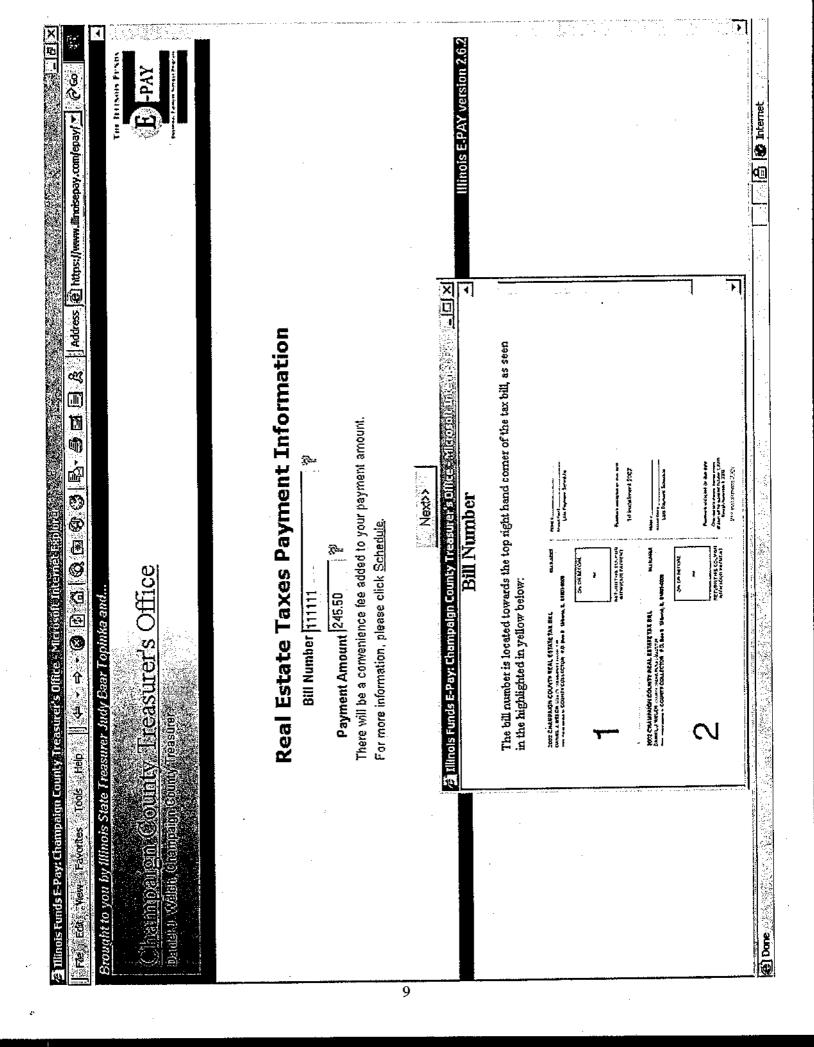
Real Estate Taxes - Multiple Payment (05/02/2003 - 11/17/2003)

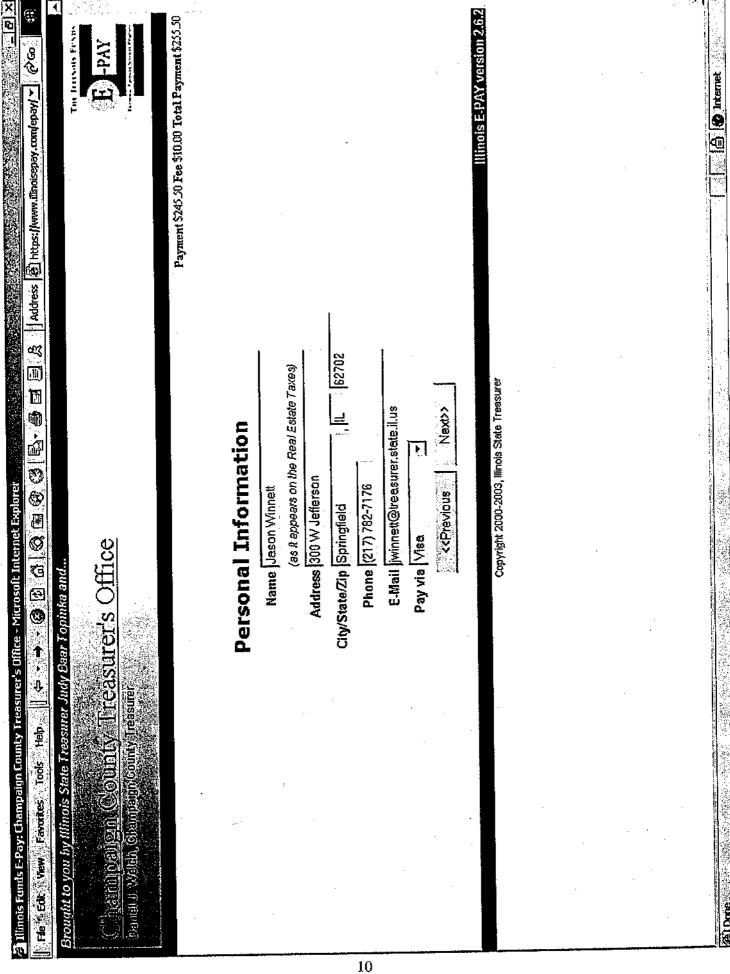
Champaign County Treasurer's Office For assistance, please contact us at: blittle@co.champaign.il.us 1776 East Washington Urbana, IL 61802 (217) 384-3743

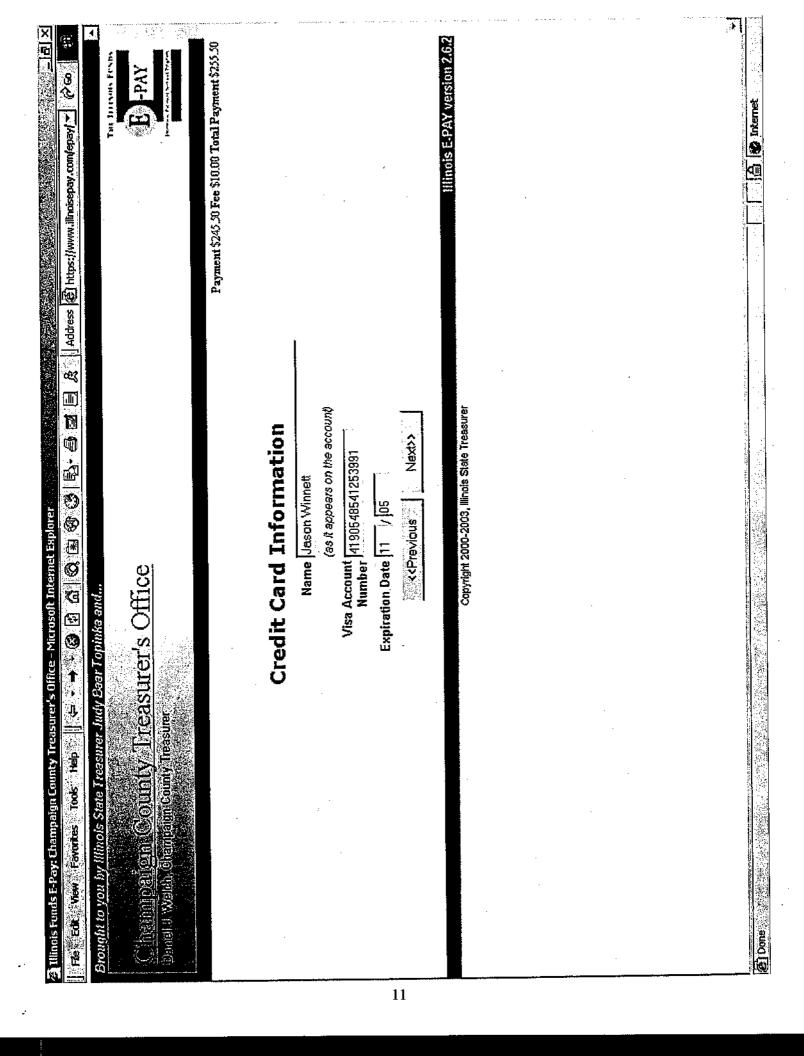
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Copyright 2000-2003, Illinois State Treasurer



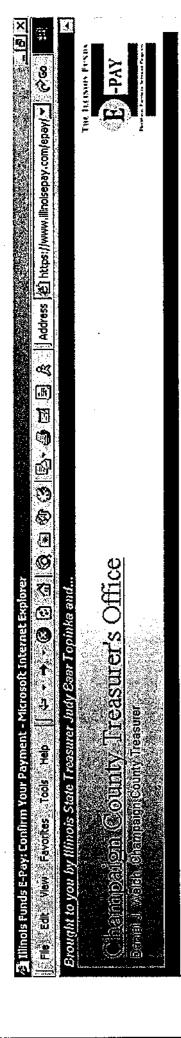






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## Confirm Real Estate Taxes Payment

\$10.00 \$245.50 \$255.50 \*Your convenience fee will show as a separate entry on your credit card statement if one was assessed. If you entered a valid email address, you Submit Payment For Processing winnett@treasurer.state.il.us Cancel Payment Springfield, IL 62702 300 W Jefferson Jason Winnett 217-782-7176 will receive a confirmation e-mail for your total payment amount. Change Payment Information Convenience Fee\* **Total Amount** City/State/Zip Bill Number Address Amount Phone E-Mail √ame

Ilinois E-PAY version 2.6.2 Processing the payment may take a couple of minutes. After clicking *submit*, please wait for the process to complete. Please do not re-click submit. After your payment has been processed, please allow 2.3 days for it to be posted.

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Brought to you by Illinois State Treasurer Judy Baar Topinka and...

Inampaignt@ounty\_Treasurer's Office

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Hambaleni@ounty Treasurer's Office



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Illinois State Treasurer Judy Baar Topinka **3** 

Thank you for using lilinois E-PAY. Your \$245.50 payment on Bit Number 111111 has been processed succonsfully. Your poyment details are fished below. Prouse allow 2-3 days for your payment to be powled.

000819

Confirmation Number

Convenience Fee

Amount

\$245.50 \$ 10.00 Your convenience for will show as a separate entry on your credit card statement if one was assessed Total Amount Charged to Your Card

Real Estate Taxes

Bill Number 111111

Pe	Personal Information
Name on Real Estate Taxes:	Jason Winnett
Address	300 G Jefferson
City/State/Zip	Springfield, IL 62702
Phone Number	217-782-7176
Email Address	jwinnettGtreasurer.state.il.us
Cre	Credit Card Information
# dN	Name on Jason Winnett
Credit Card	Card 1
Nita	Card +++++++3991 Number:
Expiration	tion 11/2005

Pri Nov 14 12:58:38 CST 2003

Please allow 2-3 days for your payment to be posted. Be sure to copy the above confirmation number or print this page and keep it for your records.

On behalf of Champaign County, Treasurer Welch thanks you for your psyment!

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Illinois E.PAY version 2.5.7

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# Customer's E-Mail Confirmation

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Thank you for making your payment via the Illinois State Treasurer's E-PAY system. Your transaction was successful.	ন 
Payment Amount: 245.00 Fee Amount: 10.00 Total Payment: 255.00	
Authorization Code: 000819	
Real Estate Taxes   Bill Number 111111	·
Personal Information   Personal Information   Jason Winnett   Name on Real Estate Taxes:	
Address 300 W Jefferson City/State/Zip Springfield II. 62702	
er	
Email Address iwinnett@treasurer.state.it.us]	
Name on Card Jason Winnett	
Credit Card 1 *********3991	
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# Participant's E-Mail Confirmation

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Payment Amount: 245.50 Fee Amount: 10.00 Total Payment: 255.50	
Authorization Code: 000819	
Real Estate Taxes	
Bill Number 111111 Personal Information	
Name on Real Estate Taxes: Jason Winnett	
Address 300 W Jefferson Citv/State/Zip Springfield, IL 62702	
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Name on Card Jason Winnett	
Credit Card 1 ***********************************	
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McLEAN COUNTY NURSING HOME ACCRUED EXPENDITURE Pri Date: February 24, 2004 BUDG	HOME 2004 BUDGET	2004 MONTHLY ALLOC	JAN,2004 ACCRUED EXPENSE	YTD ALLOC	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET SPENT	PROJECTED EXPENSE 12/31/03
SALARIES IMRF	3,123,489 198,029	265,283 16,819	270,117	265,283	270,117	2,853,372	2,853,372	%6 %6	3,180,415 201,638
MED/LIFE SOC/SEC	358,680 238,947	11,439	30,380 20,664	30,463 20,294	30,380 20,664	328,300 218,283	(83)	%6 %6	357,700 243,302
VACLIAB	25,000	2,123	2,117	2,123	2,117	22,883	9	%8	24,932
SELLBACK	0	0	0	0	0	0	0	%0	#DIV/0i
PERSONNEL	3.944.145	315.958	340,404	334,982	340,404	3,603,741	5,422	%6	4.007.986
COMMODITIES	641,077	54,448	35,897	54,448	35,897	605,180	(18,550)	<b>%9</b>	422,664
CONTRACTUAL	1,261,189	106,732	102,882	107,115	102,882	1,158,307	(4,233)	8% 4%	1,211,352
GRAND TOTAL	6.007.705	490.837	485.578	510.243	485.578	5.522,127	(24.665)	%8 8	5.717.293
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MCLEAN COUNTY NURSING HOME	HOME	8004	14N 2000		AD II ISTEN		Ę		CETCA
Prt Date: February 24, 2004	2004 BUDGET	MONTHLY ALLOC	ACCRUED REVENUE	YTD ALLOC	YTD YTD REVENUE	REMAINING BUDGET	VARIANCE AMOUNT	OF BUDGET SPENT	REVENUE 12/31/03
MEDICARE REVENUE IDPA REVENUE	775,400	65,856 219.232	40,287	65,856 219,232	40,287	735,113	(25,569)	5% 8%	474,344 2.479,056
SCHOOLING REIMB	0	0	0			0	`0	#DIV/0i	0
JDG LAUNDRY	7,100	603 2 675	358 1665	603 2 675	358 1665	6,742 29,836	(245)	5%	4,213
MEALS	200	42	34	42	35,	466	(8)	7%	400
PVT PAY REVENUE	1,862,960	158,224	176,930	158,224	176,930	1,686,030	18,706	%6	2,083,206
UNCLASS INTEDEST EADNED	7,300	620	107 1 360	620	107	7,193	(513)	1%	1,255
SALE OF ASSETS	† 0	0	000,	0	0	1,5t 0	() ()	#DIV/0!	0
TRANSFER IN	424,373	36,043	35,297	36,043	35,297	389,076	(745)	8%	415,597
TELEPNONE REIMB	0	0	006	0	900	(006)	006	#DIV/0i	10,597
TOTAL ACC REVENUE	5,732,018	486,829	467,487	486,829	467,487	5,264,531	(19,342)	%8	5,504,280
TOTAL ACC REVENUE	5,732,018	486,829	467,487	486,829	467,487	5,264,531	(19,342)	%8	5,504,280
LESS ACCRUED EXPENSE	(6,007,705)	(490,837)	(485,578)	(510,243)	(485,578)	(5,522,127)	24,665	%8	(5,717,293)
ACC REV - (ACC EXP)	(275,687)	(4,008)	(18,092)	(23,415)	(18,092)	(257,596)	5,323		(213,014)
PLUS CAP EXP	0	13,699	6,395	13,699	6,395	154,899	(7,304)		75,291
ACC BALANCE	(275,687)	9,691	(11,697)	(9,716)	(11,697)	(102,696)	(1,981)		(137,723)

MCLEAN COUNTY NURSING HOME 31 DAYS JANUARY

2004 DAILY CENSUS

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MCLEAN COUNTY NURSING HOME CENSUS Report - 2004

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Books	Closed																															
B/R's	Filed	9	2	3			4	1		6		5	2	8	8	1	11		3	16		9	17	8	19	38	14	46	8	1		<b></b> 200
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Date of	Publication	11/03/03	09/25/03	11/03/03	12/10/03	02/24/04	09/18/03	12/11/03	01/15/04	02/06/04	09/25/03	01/09/04	10/23/03	11/03/03	10/01/03	01/08/04	12/17/03	01/08/04	10/30/03	10/23/03	09/25/03	01/08/04	09/18/03	11/20/03	01/08/04	12/18/03	01/10/04	10/09/03	01/10/04	12/10/03	11/06/03	09/25/03
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### EAV Change 2002 vs 2003

### 2003BOR will reflect Board of Review Actions

2002 FINAL EAV	\$2,778,895,098	"% Change
2003 TENTATIVE EAV	\$2,923,808,344	105.21%
2003 FINAL EAV	\$0	0.00%

Township	2002FINAL	2003SAEQ	2003BOR	, ∔% change →
Allin	\$18,515,305	\$18,284,669		<i>-</i> 1.25%
Anchor	\$10,042,612	\$9,723,692		-3.18%
Arrowsmith	\$11,707,783	\$11,731,583	-	0.20%
Bellflower	\$14,821,328	\$16,467,167		11.10%
Bloomington	\$224,180,386	\$237,496,793		5.94%
Blue Mound	\$12,800,545			2.38%
Cheney's Grove	\$15,815,393	\$15,562,527		-1.60%
Chenoa	\$29,836,949			3.98%
City	\$1,191,990,787	\$1,258,608,041		5.59%
Cropsey	\$4,897,594			2.45%
Dale	\$33,381,099	\$34,241,503		2.58%
Danvers	\$32,290,615	\$33,867,947		4.88%
Dawson	\$14,940,316	\$15,725,310		5.25%
Downs	\$26,657,659	, ,		2.39%
Dry Grove	\$59,714,301	\$58,835,778		<b>-1:4</b> 7%
Empire	\$63,579,171			5.36%
Funk's Grove	\$14,333,962	\$13,712,470		-4.34%
Gridley	\$37,319,636	\$37,051,063		-0.72%
Hudson	\$47,479,089	\$50,547,010		6.46%
Lawndale	\$8,300,797	\$7,998,905		-3.64%
Lexington	\$41,386,885	\$42,721,218		3.22%
Martin	\$20,926,183	\$20,658,839		-1.28%
Money Creek	\$39,637,768	\$40,794,934		2.92%
Mount Hope	\$24,000,419	\$24,137,989		0.57%
Normal	\$587,234,287	\$628,190,068		6.97%
Old Town	\$65,459,759	\$67,792,834		3.56%
Randolph	\$63,162,095	\$66,842,499		5.83%
Towanda	\$29,526,995	\$34,929,994		18.30%
West	\$12,498,224	\$11,567,358		-7.45%
White Oak	\$13,900,076			1.89%
Yates	\$8,557,080	\$8,728,668		2.01%



### RISK MANAGEMENT OFFICE

TEL: (309) 888-5940

FAX: (309) 888-5949

104 West Front Street P. O. Box 2400

E-MAIL: riskmgt@mclean.gov Bloomington, IL 61702-2400

Memo To:

Matt Sorensen, Chairman

Members, Finance Committee

From:

Jen Ho, Risk Manager Jan Ho

Date:

February 24, 2004

### Subject: Amended Nursing Home Liability Insurance/Agent's Service Fee

Following the Board 's approval of the insurance program on February 17, 2004, our agent, Wally McColloch of Acordia/IRM, discovered a mathematical error on computing the premiums for the excess \$ 1 million on the Nursing Home, and the subsequent need to amend our service fees with our agent. Consequently, we are bring these items back for your consideration.

To recap, the Nursing Home Liability Insurance is underwritten as a primary layer of \$1 million, with no deductible, and a following excess layer of \$1 million to bring the total limits to \$2 million. The premiums for the second layer of coverage was computed as a percentage of the underlying premiums of \$86,400, inclusive of commissions. Additionally, associated with participating in the program are risk management fees of \$3,250.00. Following negotiations with excess carrier, the excess percentage was reduced from 37% to 30%.

The premiums for the \$ 2 million in coverage is computed as follows:

The County will be billed for this amount of \$ 115,570. However, because our agent is working on a fee basis, the net cost to the County for the nursing home liability coverage is as follows:

Commissions for the nursing home liability insurance will be deducted from the service agreement for \$ 32,000 approved by the Board on February 17, 2004. All other terms and conditions remain the same. Consequently, we are forwarding the amended changes to the Committee's consideration as follows:

		DOME APPLOYED		
	Changes	@2/17/04	Difference	
Premiums- \$ 2 Million	\$ 115,570 (gross)	\$ 103,559 (net)	\$ 12,011	
Service Fees	\$ 27,700	\$ 32,000	(\$ 4,300)	
Total:	\$ 143,270	\$ 135,559	\$ 7,711	

Mr. Don Lee, Administrator of the Nursing Home has been advised of this turn of events and will contribute the additional monies from his funds. The contribution from the nursing home will be \$ 74,645. Please call me at 309/888-5940 for questions. Thank you.

### AGREEMENT FOR INSURANCE BROKERAGE SERVICES

This Agreement made and entered into this February 17, 2004, by and between Insurance Risk Managers/Accordia (hereinafter know as "Agent") and the County of McLean (hereinafter known as "County".)

This agreement is made with regard to the following recitals:

- A. The County has determined that the Agent should continued to be retained as the Broker of Record for insurance brokerage services for the period commencing February 18, 2003 and ending March 1, 2004 for desired brokerage services for its property and casualty insurance coverages;
- B. Agent has been selected by the County as its Agent of Record.
- C. Agent will be compensated on a fee based as stipulated in Exhibit I.

Now, therefore, in consideration of this agreement, and the mutual promises, convenants, and stipulation hereinafter contained, the parties agree as follows:

### 1. TERM

The term of this Agreement shall be for the period of March 1, 2004 to March 1, 2005, unless earlier terminated as provided in paragraph 4 herein.

### 2. BROKERAGE SERVICES TO BE PROVIDED

Services to be provided by the Agent in this Agreement includes the following:

### 2.1 Usual and Customary Brokerage Services

- 2.1.1 Consultation and coordination of activities in the acquisition, enhancement and maintenance of the risk management and insurance program of the County, and as liaison between County and the underwriters.
- 2.1.2 Administration of insurance programs to ensure the timely issuance and accuracy of policies, endorsements, and other coverage amendments.
- 2.1.3 Consultation and coordination of all claim reporting activities to the insurance companies and assistance in the settlement and /or processing of claims until all claim matters under the policies or binds are resolved.
- 2.1.4 Maintenance of current records on reported claims and production of a claim summary not less than annually subject to the availability of internal loss records of the County and the underwriters.
- 2.1.5 Consultation on loss control, inspection and prevention activities. These consultation services are considered to be the type that normally are included within the scope of routine insurance broker servicing. Additional services requested by the County are mentioned in paragraph 2.2.

- 2.1.6 Participation in meetings with insurance companies and the County to review insurance coverages.
- 2.1.7 Preparation of all necessary support documents, such as automobile ID cards, filings and/or certificates of insurance, in compliance with local statutes or provisions provided within this agreement.
- 2.1.8 Consultation and advice on all relevant changes/trends in the insurance industry to keep the County personnel current with market conditions and insurance coverages affecting the County.
- 2.1.9 Preparation of premium and loss development forecasts as requested.
- 2.1.10 Deliver to the County on or before July 1, a statement of the industry rating and report of financial status of insurance companies providing coverage to the County.
- 2.1.11 Provide the County on or before July 1, a report reviewing and developing premiums indications for coverages, based on market trends, for the County's next fiscal year.
- 2.1.12 Upon consultation with the County, provide alternative proposals from prospective carriers for coverage for the next coverage period.
- 2.1.13 Other usual and customary insurance consulting services as mutually agreed upon.

### 2.2 ADDITIONAL SERVICES

Services described in this section include special services or those not within the scope of routine insurance brokerage services. Examples of additional services include special study projects, significant changes in an insurance program requiring extensive marketing activities.

Agent agrees that in each such case to notify the County whether it has the expertise within its staff or whether outside specialists are recommended. The County may then either request the Agent to develop a list of outside specialists for the County to interview or the County may request the Agent to do so and make specific recommendations to the County.

### 3. COMPENSATION

- 3.1 In consideration of the brokerage services to be provided hereunder, Agent will be compensated on a fee basis as provided in Exhibit I. Statement of Acceptance of Insurance Service Fee Agreement.
- 3.2 At the request of the County, the Agent shall disclose the commissions earned on the accounts.

### 4 TERMINATION

- 4.1 This Agreement may be terminated by either party upon written notice to the other party, provided such notice specifies an effective date for termination of not less than thirty (30) days from the date of such notice.
- 4.2 As of the termination date, the Agent shall have no further obligation to perform any of the brokerage services set forth in this Agreement or to provide any servicing with respect to any of the County's insurance coverages, with the exception of the continued coordination of claims activities for claims reported or filed while this agreement is in force.
- 4.3 The Agent shall also return to the County the originals or file copies, if originals are not available, of all documents and materials supplied by the County upon request by the County.
- 4.4 Agent shall continue to administer, coordinate the claims activity for any reported or filed claims within the coverage periods of insurance policies procured within the duration of this agreement until such claims are resolved.

### 5 DISCLOSURE, NON-DISCLOSURE AND NOTICES

- 5.1 During the term of this Agreement or upon termination of this Agreement, the Agent hereby agrees for itself and on behalf of its officers, agents, attorneys and all others acting on its behalf or in its employ:
  - (i) to hold in strict confidence and not disclose any "confidential information" furnished by or on behalf of the County;
  - (ii) not to use any such information for any purpose other than the management of and the placement of the County's insurance coverages;
  - (iii) to return any and all such information (including all copies) upon request by the County. "Confidential information" means all information regarding the County, including information on its operations, assets, and projected future economic performance and prospects, other than information which has already been disclosed to the public, and
  - (iv) to disclose to the County on or before June 1 of each year the total amount of contingency fees received by the Agent during the prior calendar year on the the County's insured coverages.
- 5.2 All notices to be given pursuant to this Agreement shall be deemed given when mailed by certified mail, return receipt requested, to the following addresses:

### If to the Agent

Wally McColloch, Sr. Vice President Accordia/IRM 205 Landmark Drive Normal, IL 61761-0968

### If to the County

Jennifer Ho, Risk Manager McLean County 104 West Front St Bloomington, IL 61702-2400 or such other addresses as the parties may, from time to time, specify in writing.

### 6. INTEREST OF AGENT

Agent warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this Agreement. Agent warrants that, in performance of this Agreement, Agent shall not employ any person having such interest.

### 7. INDEPENDENT CONTRACTOR

- 7.1 All acts of Agent, its agents, officers, and employees and all others acting on behalf of Agent relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of the County. Agent, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the County, save and except to bind insurance coverage for the County in its Agent's capacity as an independent contractor. Agent has no authority or responsibility to exercise any rights or power vested in the County. No Agent, officer, or employee of the County is to be considered an employee of Agent. It is understood by both Agent and the County that this Agreement shall not under any circumstances to be construed or considered to create any employer-employee relationship or joint venture.
- 7.2 Agent shall determine the method, details and means of performing the work and services to be provided by Agent under this Agreement. Agent shall be responsible to the County only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of the Agent in fulfillment of this Agreement. Agent has control over the manner and means of performing the services under this Agreement. Agent is permitted to provide service to others during the period service is provided to the County under this Agreement.
- 7.3 The County shall reserve the right to inspect the Agent's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

### 8. HOLD-HARMLESS AND INDEMNIFICATION PROVISION

As an independent contractor, Agent hereby indemnifies and holds the County harmless from any and all claims that may be made against the County arising out of or in any way connected with the performance of work by Agent, or the Agents' representatives in conjunction with this Agreement.

### 9. INSURANCE REQUIREMENTS

9.1 The Agent shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of Illinois and shall provide evidence of such insurance to the County as may be required. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following stated insurance policies.

- 9.1.1 Worker's Compensation in compliance with the statutes of the State of Illinois, plus employer's liability with a minimum limit of liability of \$500,000.
- 9.1.2 General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or \$1,000,000 combined single limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent contractors and subcontractors; products and completed operations; and/or professional liability.
- 9.1.3 **Automobile Liability** insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or \$1,000,000 combined single limit. This insurance shall cover any automobile for bodily injury and property damage.
- 9.1.4 **Professional Errors and Omissions** insurance with a minimum limit of \$ 1,000,000 per occurrence.

Upon failure of the Agent to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the County, may be forthwith declared, suspended, or terminated. Failure of the Agent to obtain and/or maintain any required insurance shall not relieve the Agent from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Agent concerning indemnification.

### 10. GENERAL PROVISIONS

- 10.1 Neither this Agreement nor any rights thereunder shall be assigned by either party, including any assignment by operation of law, without the prior written consent of the other party first having been obtained.
- 10.2 No waiver, amendment or modification of any covenant, condition, limitation or provision herein contained shall be valid unless in writing and duly executed by both parties.
- 10.3 It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which provisions shall remain in full force and effect; it is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision valid, then the provision shall have the meaning which renders the provision valid.
- 10.4 This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herin are incorporated herein by reference.
- 10.5 This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this paragraph shall be construed to permit any attempted assignment which would be in violation of any other provision of this Agreement.

- 10.6 This Agreement constitutes the entire agreement between the parties and supercedes all proposals, prior discussions and representations, oral or written, between the parties relating to this Agreement or any services to be provided to the County. No representation or statement expressly contained in this Agreement shall be relied upon or be binding upon the parties.
- 10.7 Agent shall pay all current and applicable, city, county, state and Federal taxes, licenses as required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

ATTEST:	the County
	By:
	Name:Title:
ATTEST:	the Agent
	By:
	Name:
	Title:

### **SERVICE FEE EXPLANATION**

### STATEMENT OF ACCEPTANCE INSURANCE SERVICE FEE AGREEMENT

This	s service fee agreement is made this _1ST day of MARCH,
2004	, between Acordia, hereinafter called "agent" and
_cc	OUNTY OF MCLEAN (a Corporation, Sole Proprietor, Partnership)
here	einafter called "client."
1.	This service fee agreement will apply to types of insurance and/or services as checked below:
	[ ] Package [ ] Automobile [X] Property [ ] Umbrella [X] General Liability [X] Workers Compensation [X] Other CRIME AND BOILER
2.	Client agrees to remit the sum of \$27,700.00 as a service fee, payable as follows:
	<pre>[X] Quarterly Installments of \$6,925.00. (Payable 3/20/04; 6/20/04; 9/20/04 and 12/20/04) [] Installment     Downpayment due in the amount of \$,     plus equal installments due the of each     succeeding month in the amount of \$,     each.</pre>
3.	Client understands and agrees that the service fee payable under this agreement is in addition to premiums to be paid on policies to the insurance companies involved.
4.	Client acknowledges that in the event coverage is cancelled, the service fee charge is immediately earned.
COUN	NTY OF MCLEAN ACORDIA
By:_	By: Sum Called G.W. McColloch, Agent



 Ruth Weber

 County Recorder

 (309) 888-5171
 Fax (309) 888-5927
 e-mail: ruth@mclean.gov

 104 W. Front, Room 708
 P.O. Box 2400
 Bloomington, Illinois 61702-2400

February 26, 2004

To:

Finance Committee Chairman and Committee

From:

Ruth Weber Reth Heler

The following is a listing of matters handled since the last Finance Committee meeting:

- All credit account customers have been advised that their credit was being terminated and that all accounts must be paid within the terms of the respective credit agreements.
- 2. We had a joint meeting with the Outside Auditor, Information Services Director, and the Software Vendor Representative regarding the desired changes in the software system. Desired items are an updated Open Item Detail Statement and a Customer Aging Report. These are in the process of being implemented.
- 3. The department revenue stamps and daily cash/check turn-ins to the County Treasurer are being handled. Everything is balancing and checking out.



### McLEAN COUNTY SHERIFF'S DEPARTMENT DAVID OWENS, SHERIFF

"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

February 23, 2004

TO:

Mr. Matt Sorensen, Chairman

Finance Committee

FROM:

**Sheriff David Owens** 

SUBJ:

EJS CASH MANAGEMENT

In an effort to handle inmate funds better, the McLean County Detention Facility will begin using the EJS Cash Management System on Wednesday, February 25<sup>th</sup>. All the money on the books, for inmates in custody on that day, will be moved to a new account at Commerce Bank. The money held on individual accounts, shown in the Keefe Commissary System for each of these inmates, will be placed on their individual accounts in EJS.

Any money left in the old Keefe account is for outstanding checks and money not held individually by current inmates. This money should eventually go to the Treasurer's Office as unclaimed property.

The Jail Watch Commanders will be able to reconcile funds at the end of each shift and it will only take a few minutes instead of hours as it did on the Keefe System. Accounts were set up in EJS with the help of the EJS DBAs and Jeff Thompson.

If you have any questions, please contact Tom Phares at 888-5068.

Sincerely,

Dave Owens

Sheriff

DO:jc

CC:

Mr. John Zeunik

Mr. Tari Renner